



# THE FAMILY LINES RAIL SYSTEM

500 Water Street · Jacksonville, Florida 32202 · Telephone (904) 359-3100

RECORDATION NO. 8118-B  
FILED 1426

OCT 22 1981 - 11 25 AM

INTERSTATE COMMERCE COMMISSION

October 9, 1981

LAW DEPARTMENT  
Writer's direct  
telephone line:

1-295A0501

No.   
Date OCT 22 1981  
Fee \$ 10.00  
ICC Washington, D. C.

RECEIVED

OCT 22 11 18 AM '81

Consent - C. H. Hannon

Ms. Agatha Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Madam Secretary:

There are transmitted to you herewith for filing and recordation pursuant to 49 U.S.C. Section 11303, duly executed counterparts of an Agreement of Partial Release dated as of October 1, 1981 between Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203, and Louisville and Nashville Railroad Company, whose address is 500 Water Street, Jacksonville, Florida 32202.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company released to the Railroad the following equipment:

Three (3) 100-ton covered hopper cars bearing L&N Railroad road numbers 241450, 241535 and 241627,

that are subject to that Conditional Sale Agreement and Agreement and Assignment, dated October 15, 1975, which were filed and recorded with the Interstate Commerce Commission on November 13, 1975 and assigned Recordation No. 8118.

Attached hereto is a draft in the amount of \$10 payable to the Interstate Commerce Commission to cover the recordation fee for said Agreement of Partial Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the

Ms. Agatha Mergenovich

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October 9, 1981

purpose hereof who has knowledge of the matters set forth herein.

After recordation, please forward the recorded counterparts of said Agreement of Partial Release to:

Mr. Allen H. Harrison, Jr.  
Wilmer, Cutler & Pickering  
1666 K Street, N.W.  
Washington, D. C. 20006.

Respectfully yours,

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By David M. Yearwood  
David M. Yearwood  
General Attorney

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Allen H. Harrison, Jr.  
Wilmer, Cutler & Pickering  
1666 K Street, N. W.  
Washington, D. C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/22/81 at 11:25AM, and assigned recordation number(s). 8118-B

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

OCT 22 1981 - 11 25 AM

## INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE dated as of October 1, 1981, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called "Mercantile" and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called the "Railroad";

## WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of October 15, 1975, hereinafter called the "Agreement", by and among ACF Industries Incorporated and Bethlehem Steel Corporation (hereinafter called the "Vendors"), and the Railroad, it was agreed, among other things, that the Vendors would construct, sell and deliver to the Railroad and the Railroad would buy from Vendors and accept delivery thereof and pay for 200 100-ton covered hopper cars constructed by ACF Industries Incorporated and 8 80-ton open top hopper cars constructed by Bethlehem Steel Corporation hereinafter called "cars" all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of October 15, 1975, hereinafter called the "Assignment", between the Vendors and Mercantile, Vendors sold, assigned, transferred and set over to Mercantile, its successors and assigns, all their right, title and interest under the Agreement and to the cars (except certain rights excluded as set forth in Section (1) of said Assignment); and

WHEREAS, the Agreement and Assignment were filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on November 13, 1975 and assigned Recordation No. 8118; and

WHEREAS, Article 8 of the Agreement requires, among other things, that when the aggregate Casualty Value of the cars which have suffered Casualty Occurrences, for which settlement has not been made, exceeds \$100,000, the Railroad shall pay to Mercantile a sum equal to the aggregate Casualty Value of such cars; and

WHEREAS, three (3) of the 100-ton covered hopper cars subject to the Agreement and bearing the Railroad's road numbers 241450, 241535 and 241627, respectively, have suffered a Casualty Occurrence and are hereinafter referred to as "Destroyed Cars"; and

WHEREAS, the Railroad desires to obtain the release of said Destroyed Cars prior to the date settlement of the Casualty Value therefor is required in order that it may dispose of the Destroyed Cars, and Mercantile is willing to consent thereto.

NOW, THEREFORE, in consideration of the premises, Mercantile does hereby release said Destroyed Cars from the terms of the Agreement and the Assignment and the Railroad agrees to make settlement for the Casualty Value of the Destroyed Cars, together with such other cars subject to the Agreement which have suffered Casualty Occurrences as and when required by Article 8 of the Agreement and to continue to make payments, and interest thereon, for the Destroyed Cars until such Casualty Value payment is made.

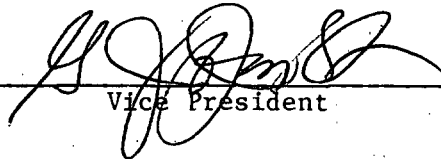
The Railroad does hereby release and discharge Mercantile, its successors and assigns, from any and all liability arising or in any manner resulting from said Agreement with respect to the Destroyed Cars.

This Agreement may be contemporaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, Mercantile and Railroad have caused this Agreement to be signed in their behalf, respectively, and their respective corporate seals to be hereunto affixed as of the day and year first hereinabove written.

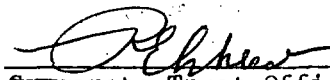
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By

  
Vice President

(Corporate Seal)

ATTEST:

  
~~Corporate Trust Officer~~  
ASSISTANT VICE PRESIDENT

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By

*W. J. Maul*  
*SR.* Vice President

(Corporate Seal)

ATTEST:

*W. Condon*  
Attesting Officer

STATE OF MARYLAND )

) SS:

CITY OF BALTIMORE )

On the 20<sup>th</sup> day of October, 1981, before me personally appeared G. J. Johnston, to me personally known, who being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Patricia A. Shilow*  
Notary Public

My Commission expires

7-1-82

NOTARIAL SEAL

STATE OF FLORIDA           )  
                                  ) SS:  
COUNTY OF DUVAL           )

On the 12<sup>th</sup> day of October, 1981, before me personally appeared Alex J. Mandel, to me personally known, who, being by me duly sworn, says that he is a Vice President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joseph L. Hughes  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 5, 1984

My Commission expires \_\_\_\_\_.

NOTARIAL SEAL